BILL NO. S-84-04-22

SPECIAL ORDINANCE NO. S-4584

AN ORDINANCE approving Contract 84-XP-1, Division B - Lima-Cook-Huguenard Feeder Main, by and between the City of Fort Wayne, Indiana, and All Star Construction and Excavating, Inc., in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Contract 84-XP-1, Division B - Lima-Cook-Huguenard Feeder Main, by the between the City of Fort Wayne, Indiana, and All Star Construction & Excavating, Inc, in connection with the Board of Public Works, for:

the installation of: 16,800± L.F. of 16" ductile iron water main on Huguenard Road from Merchant Road north to Cook Road thence east on Cook Road to an existing 16" water main located 5350± east of Lima Road;

involving a total cost of Four Hundred Sixty-Eight Thousand Forty-Six and 73/100 Dollars ($468,046.73), all as more particularly set forth in said Contract, and which is on file with the Office of the Board of Public Works and is be reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Thomas C. Henry
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.

DATE: 4-10-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 4-24-84

Nadejda Eskoff
SANDRA E. KENNEDY, CITY CLERK
Chief Deputy

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-45-84

on the 24th day of April, 19 84,

ATTEST:

Nadejda Eskoff
SANDRA E. KENNEDY, CITY CLERK
Chief Deputy

(SEAL)

Barbara Eskoff
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of April, 19 84, at the hour of 11:30 o'clock A.M.,E.S.T.

Nadejda Eskoff
SANDRA E. KENNEDY, CITY CLERK
Chief Deputy

Approved and signed by me this 26th day of April, 19 84, at the hour of 2 o'clock P.M.,E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

CONTRACT NO. 84-XP-1
DIVISION B

BOARD ORDER NO. 77-83 EDA NO. 06-01-01959 WORK ORDER NO. 63631 B

THIS CONTRACT made and entered into in triplicate this 6th day of April, 1984, by and between All Star Construction and Excavating, Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of:

> 16,800± L.F. of 16" ductile iron water main on Huguenard Road from Merchant Road north to Cook Road thence east on Cook Road to an existing 16" water main located 5350±' east of Lima Road.

all according to Fort Wayne Water Utility Drawing No. Y-10585, Sheets 22 thru 43, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the sum of four hundred sixty-eight thousand and forty-six and seventy-three hundreds dollars ($468,046.73). In the event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Water Engineering Department less the aggregate of previous payments, will be paid by Owner to the Contractor.

WEBIDD
JOB B
remove 5/5/84

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Water Engineering Department to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder, at the time the Completion Affidavit is filed, shall also file a Manpower Utilization Report for this project.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids, for Contract No. 84-XP-1 Division B.
b. Instructions to Bidders for Contract No. 84-XP-1.
c. Contractor's Proposal Dated March 21, 1984.
d. Fort Wayne Water Utility Engineering Department Drawing No. Y-10585.
e. Supplemental Specification for Contract No. 84-XP-1.
f. General Conditions for Contract 84-XP-1.
g. Supplemental General Conditions for Contract 84-XP-1.
h. Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains of the Fort Wayne Water Utility.
i. Construction Standards and Water Main and Water Service Materials Standards of the Fort Wayne Water Utility, Engineering Department, latest revision, except as modified in the Supplemental Specifications.
j. Workman's Compensation Act (I.C. 22-3-2-1).
k. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
l. Prevailing Wage Scale.
m. Performance and Guaranty Bond.
n. Minority/Female Employment Requirements Option
o. MBE/WBE Statement

ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the Contractor shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the water main by the City.

ARTICLE 10. INDEMNITY

Contractor shall furnish to Owner, within ten (10) days of the date hereof, a certificate from an insuror acceptable to Owner showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to Owner.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the contract within 210 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ALL STAR CONSTRUCTION AND EXCAVATING INC.

BY: Edward F. Foss
Edward F. Foss, President

BY: Edward W Foss
_____, Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

David J. Kiester
David J. Kiester, Chairman

Betty R. Collins
Betty R. Collins, Member

_____
Frank W. Heyman, Member

ATTEST:

L. Settimi McMahon
L. Settimi McMahon, Clerk Pro Tem

APPROVED AS TO FORM AND LEGALITY:

_____

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 19____.

Special Ordinance No. _____.

ACKNOWLEDGMENT

STATE OF INDIANA:
SS:
COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this 10th day of April, 19 84, personally appeared the within named Edward F. Foss and Edward W. Foss, who being by me first duly sworn upon their oaths say that they are the President and Secretary respectively, of All Star Construction & Excavating, Inc and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of each of them for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Erica J. Mallett
NOTARY PUBLIC

Erica J. Mallett
Type or Print Name of Notary

MY COMMISSION EXPIRES:

February 27, 1988

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 6th day of April, 1984, personally appeared the within named WINFIELD C. MOSES, JR., Mayor of the City of Fort Wayne; DAVID J. KIESTER, BETTY R. COLLINS and FRANK W. HEYMAN members of the Board of Public Works, City of Fort Wayne, Indiana; L. Settimi McMahon, Clerk Pro Tem ....Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Diane K. Gladieux
Notary Public

Diane K. Gladieux
Type or Print Name of Notary

My Commission Expires:

Feb. 8, 1988

(SPECIMEN FORM)
CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we ALL STAR CONSTRUCTION AND EXCAVATING, INC. (Contractor or Developer) as Principal, and the Continental Insurance Company (Insurance Company), a corporation organized under the laws of the State of New Hampshire (State and Date), and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of $468,046.73 (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present. The condition of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied for authority to construct or cause to be constructed, a water main to become part of the City's water distribution system, which said water main is to be built and constructed according to plans and specifications prepared by or approved by City and known as the LIMA-COOK FEEDER MAIN (Name of Project) CONTRACT 84-XP-1, DIVISION B; and

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and specifications, and warrant and guarantee all work, material, conditions of the water main for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice; and,
4. To agree to maintain said water main for a period of one (1) year following written acceptance by the City of said water main; and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

ALL STAR CONSTRUCTION & EXCAVATING, INC.

(Contractor or Developer)

ATTEST:

Edward F Foss

Secretary

(Title)

BY: Edward F Foss

(Name)

President

(Title)

CONTINENTAL INSURANCE COMPANY

(Insurance Company) Surety

*BY: [signature]

Authorized Agent

*If signed by an agent,
power of attorney must be attached

The Continental Insurance Company

80 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

ARTHUR C. FRERICKS OR DONALD T. BELBUTOWSKI OR GERALD A. DAHLE OR LEONARD SHIRLEY OR LANE ROSS OR DIANE T. GREEN ALL OF FORT WAYNE, INDIANA, EACH

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

ALL OBLIGEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

FIVE MILLION ($5,000,000.) DOLLARS.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 3rd day of March, 1982.

THE CONTINENTAL INSURANCE COMPANY

Attest:

By

T.H. Stephens, Assistant Vice President

M.L. Ford, Vice-President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 3rd day of March, 1982, before me personally came M. L. Ford, to me known, who being by me duly sworn, did depose and say that he resides in Summit, in the County of Union, State of New Jersey, at 768 Springfield Avenue; that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Susan M. McCarthy
A Notary Public of New Jersey
My Commission Expires Feb. 17, 1987

CERTIFICATE

I, the undersigned, an Assistant Secretary of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York. Dated the 10th day of April ,1984

James M. Keane, Assistant Secretary

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, personally appeared

Edward F. Foss (name), President (title)

and Edward W. Foss (name), Secretary (title)

of All Star Construction & Excavating, Inc. (company) and

Donald T. Belbutowski

Attorney in Fact, for said Continental Insurance Company

as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond, in their respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 10th day of April, 19 84.

Erica J. Mallett

Notary Public

Resident of Allen County, IN.

My Commission Expires:

February 27, 1988

LIMA - COOK - HUQUENARD FEEDER MAIN CONT. 84-XP-1 DIVISION B EDA № 06-01-01959

TABULATION

			ALL STAR CONST.		T.G. EXCAVATING		NESS EXCAV.		BERCOT INC.		LAND EXCAVATING		JOHN DEHNER INC.		WEITZEL CONST.	
		ENGR. EST.														
		AFFIDAVIT														
		BID BOND														
		COMPLETION TIME														
ITEM	DESCRIPTION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
2.	16,800± L.F. 16" CL. 50 DUCTILE IRON PIPE	27.75	379,000.-	22.30	374640.-	21.17	355656.-	22.65	380,520.-	22.75	382,200.-	23.95	402360.-	26.50	445,200.-	28.50	478800.-
3.	80± L.F. 12" CL. 50 DUCTILE IRON PIPE	18.-	1440.-	18.40	1472.-	16.61	1328.80	16.60	1328.-	22.-	1760.-	22.95	1836.-	22.50	1800.-	17.85	1428.-
4.	72± L.F. 6" CL. 50 DUCTILE IRON PIPE	12.-	864.-	12.50	900.-	10.60	763.20	10.48	754.56	15.-	1080.-	19.80	1425.60	10.-	720.-	9.25	666.-
7.	100± L.F. 30" STEEL CASING PIPE (OPEN CUT)	45.-	4500.-	43.58	4358.- *	66.94	6694.-	42.-	4200.-	55.-	5500.-	34.80	3480.-	50.-	5,000.-	48.30	4830.-
10.	7 EA. 16" BUTTERFLY VALVES W/BOXES	1400.-	9,800.-	1464.57	10251.99	1685.-	11,795.-	1338.90	9372.30	1480.-	10,360.-	1390.-	9730.-	1725.-	12075.-	1530.-	10,710.-
11.	2 EA. 12" VALVES W/BOXES	750.-	1,500.-	792.50	1585.12	923.-	1846.-	700.80	1401.60	690.-	1380.-	935.-	1870.-	895.-	1790.-	740.-	1480.-
12.	3 EA. 8" VALVES W/BOXES	475.-	1,425.-	435.08	1305.24	657.-	1971.-	406.14	1218.42	385.-	1155.-	505.-	1515.-	560.-	1680.-	470.-	1410.-
13.	1 EA. 6" VALVE W/BOX	400.-	400.-	308.35	308.35	473.-	473.-	297.79	297.79	270.-	270.-	340.-	340.-	385.-	385.-	368.-	368.-
15.	1 EA. 16" x 16" CROSS	825.-	825.-	1346.60	1346.60	888.-	888.-	683.-	683.00	840.-	840.-	1110.-	1110.-	772.-	772.-	890.-	890.-
17.	1 EA. 16" x 16" TEE	700.-	700.-	907.94	907.94	786.-	786.-	570.-	570.00	690.-	690.-	740.-	740.-	640.-	640.-	700.-	700.-
20.	2 EA. 16" x 12" TEES	600.-	1200.-	675.-	1350.-	647.-	1294.-	476.-	952.- *	515.-	1030.-	490.-	980.-	530.-	1060.-	550.-	1100.-
21.	3 EA. 16" x 8" TEES	560.-	1680.-	435.74	1307.82	587.-	1761.-	451.-	1353.-	465.-	1395.-	460.-	1380.-	517.-	1551.-	510.-	1530.-
22.	1 EA. 16" x 6" TEE	550.-	550.-	424.28	424.28	565.-	565.-	444.-	444.-	435.-	435.-	450.-	450.-	502.-	502.-	480.-	480.-
26.	7 EA. 16" x 45° ELLS	400.-	2,800.-	530."	3710.77	548.-	3836.-	750.-	5250.-	405.-	2835.-	330.-	2310.-	465.-	3255.-	420.-	2940.-
27.	2 EA. 16" x 11¼ ELLS	400.-	800.-	722.60	722.60	548.-	548.-	752.-	752.-	405.-	405.-	330.-	330.-	465.-	465.-	420.-	420.-
30.	3 EA. 8" M.J. SOLID PLUGS	50.-	150.-	43.-	129.-	48.-	144.-	73.-	219.-	30.	90.-	75.-	225.-	50.-	150.-	100.-	300.-
32.	3 EA. 16" LONG PATTERN SOLID SLEEVE	300.-	900.-	345.-	1035.-	387.-	1161.-	545.-	1635.-	250.-	750.-	570.-	1710.-	260.-	780.-	285.-	855.-
33.	1 EA. TYPE I FIRE HYDRANT ASSY. ON 6"	1,500.-	1500.-	1253.62	1253.62	1585.-	1585.-	1193.26	1193.26	1055.-	1055.-	1505.-	1505.-	1575.-	1575.-	1295.-	1295.-
34.	5 EA. TYPE I FIRE HYDRANT ASSY ON 16"	1,575.-	7875.-	1546.16	7730.18	1877.-	9495.-	1497.26	7486.30	1355.-	6775.-	1615.-	8075.-	1888.-	9440.-	1565.-	7875.-
36.	16 EA. TYPE III FIRE HYDRANT ASSY. ON 16"	1.600.-	25,600.-	1447.85	23165.60	1928.-	30,848.-	1472.85	23.565.60	1465.-	23,440.-	1650.-	26400.-	1923.-	30,768.-	1660.-	26.560.-
35.	185± L.F. ASPHALT DRIVE RESTORATION	12.-	2,220.-	13.-	2405.-	15.53	2.873.05	8.-	1480.-	9.-	1665.-	3.70	684.50	7.60	1406.-	8.20	1517.-
39.	500± L.F. CONCRETE DRIVE RESTORATION	16.-	8000.-	21.-	5250.-	20.15	5037.50	22.-	5500.-	40.-	10,000.-	7.70	1925.-	18.-	4500.-	18.-	4500.-
40.	575± L.F. STONE AREA RESTORATION	6.-	3450.-	3.71	2133.25	3.70	2127.50	2.-	1150.-	1.50	862.50	0.50	287.50	1.90	1092.-	2.-	1150.-
41.	225± L.F. ASPHALT STREET RESTORATION	12.-	2700.-	17.75	3993.75	41.81	9407.75	18.-	4.050.-	14.-	3150.-	6.60	1485.-	17.50	3937.50	28.-	6300.-
42.	500± L.F. CONCRETE STREET RESTORATION	16.-	8000.-	37.-	9250.-	30.41	7602.50	30.-	7500.-	40.-	10,000.-	9.-	2250.-	25.-	6250.-	25.-	6250.-
43.	15,800± L.F. GRASS AREA RESTORATION	1.-	15,800.-	0.45	7110.-	0.66	10,428.-	0.80	12640.-	0.50	7900.-	1.05	16590.-	0.60	9480.-	1.75	27.650.-
			$ 503,679.-		$ 463,546.73 * $ 468046.73		470,913.30		* $ 475,515.33		477,022.-		$ 490,995.50		$ 546,274.-		$ 591,954.-

BILL NO. S-84-04-22

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN ORDINANCE approving Contract 84-XP-1, Division B - Lima-Cook - Huguenard Feeder Main, by and between the City of Fort Wayne, Indiana, and All Star Construction and Excavating, Inc., in connection with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

THOMAS C. HENRY, CHAIRMAN

MARK E. GiaQUINTA, VICE CHAIRMAN

CHARLES B. REDD

JAMES S. STIER

DONALD J. SCHMIDT

CONCURRED IN 4-24-84
SANDRA E. KENNEDY, CITY CLERK

6634 Admn. Appr. _____

TITLE OF ORDINANCE Contract for 84-XP-1, Div. B, Lima-Cook-Huguenard Feeder Main

DEPARTMENT REQUESTING ORDINANCE Board of Public Works S-84-04-22

SYNOPSIS OF ORDINANCE Contract 84-XP-1, Div. B, Lima-Cook-Huguenard Feeder Main is for installation of: 16,800± L.F. of 16" ductile iron water main on Huguenard Road from Merchant Road north to Cook Road thence east on Cook Road to an existing 16" water main located 5350± east of Lima Road. All Star Construction and Excavating, Inc., is the contractor.

EFFECT OF PASSAGE Improvement to Fort Wayne Water Utility

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $468,046.73

ASSIGNED TO COMMITTEE _____